## E-Commerce Policy

E-Commerce is the provision of a regulated activity / service, normally for remuneration, using electronic equipment to process and store the data at the request of the customer. This section applies where we are conducting e-commerce with a customer or potential customer in the UK or in another EEA State.

If [Broker’s Name Inserted here] conducts E-commerce we must make the following information easily, directly and permanently accessible to the recipients of the information we are providing:

1. Firm name
2. Geographic address at which we are established
3. Details, including e-mail address which allows us to be contacted and communicated with in a direct and effective manner.
4. An appropriate statutory status disclosure statement together with a statement that explains we are on the FCA Register and includes our Financial Services Registration Number
5. If we are undertaking an activity that is subject to VAT the VAT Number
6. If we are referring to price we must do so clearly and unambiguously indicating whether it is inclusive of tax / delivery costs.
7. Our company’s registration number and registered office address e.g. xyz enterprises ltd is a company registered in England and Wales, company registration number.

Point 7 relates to the Companies Act 2006 but has been included here to ensure complete disclosure.

### Placing and receipt of orders (excluding by e-mail)

[The requirements relating to the placing and receipt of orders do not apply to contracts concluded exclusively by exchange of e-mail or by equivalent individual communications.]

[Broker’s Name Inserted here] must (except when otherwise agreed by parties who are not consumers)

1. give the following information, clearly, comprehensibly and unambiguously, and prior to the customer requesting cover:
2. The different technical steps to follow to conclude the contract;
3. Whether or not the concluded contract will be filed (stored) by the [Broker’s Name Inserted here] and whether it will be accessible;
4. The technical means for identifying and correcting input errors prior to the placing of the order; and
5. The languages offered for the conclusion of the contract;
6. indicate any relevant codes of conduct to which we subscribe and provide information on how those codes can be consulted electronically;
7. When an order is placed through technological means, acknowledge the receipt of the recipient's order without undue delay and by electronic means (an order and an acknowledgement of receipt are deemed to be received when the parties to whom they are addressed are able to access them); and
8. Make available appropriate, effective and accessible technical means allowing the recipient to identify and correct input errors prior to the placing of an order.

Contractual terms and conditions must be made available in a way that allows the recipient to store and reproduce them in an unchanged format.

### Rules for E-Commerce Commercial Communications

1. It must be clearly identifiable as a commercial communication.
2. [Broker’s Name Inserted here] on whose behalf the communication is sent must be clearly identifiable.
3. Promotional offers must be clearly identifiable as such and the conditions that must be met to qualify for them must be easily accessible and presented clearly and unambiguously.
4. Promotional games or competitions must be clearly identifiable as such and the conditions for participating must be easily accessible and presented clearly and unambiguously.

### Unsolicited Commercial Communications

An unsolicited commercial communication sent by e-mail by [Broker’s Name Inserted here] must be identifiable clearly and unambiguously as an unsolicited commercial communication as soon as it is received by the recipient.